

ROGUE VALLEY TERMINAL RAILROAD CORPORATION



FREIGHT TARIFF RVT 8000-E

(For cancellations, see Item 1, this tariff)

NAMING
MISCELLANEOUS RULES AND CHARGES
ALSO
SWITCHING AND DEMURRAGE RULES AND CHARGES,
APPLYING
FROM, TO AND AT STATIONS ON THE
ROGUE VALLEY TERMINAL RAILROAD CORPORATION

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: November 1, 2015

EFFECTIVE: January 1, 2016

ISSUED BY

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<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>
<p>ITEM 50</p> <p align="center">NORMAL BUSINESS HOURS</p> <p>The normal business hours of operation of the RVT are from 7:00 AM to 2:00 PM, PT, Monday through Friday, except holidays (See Item 60).</p>	<p>ITEM 75 [C]</p> <p align="center">PAYMENT OF CHARGES</p> <p>Customer shall be liable for the payment of any and all demurrage and other charges accruing on traffic from, to and at stations on the RVT. All charges in this tariff are billed to and the sole responsibility of the Customer unless otherwise specified herein. Nothing herein shall limit the right of the RVT to require at time of movement, shipment or delivery the prepayment or guarantee of such charges. Customer will pay RVT immediately upon presentation of a bill therefor by the RVT. The RVT will not accept shipment from Customer, make delivery of shipment to Customer, or accept request for any other movement of car without payment or guarantee of all outstanding and current charges, unless Customer has entered into an agreement for credit with the RVT. RVT reserves the right, in its sole discretion, to refuse to grant credit to a Customer or to cancel the credit of any Customer at any time.</p>
<p>ITEM 60</p> <p align="center">HOLIDAYS</p> <p>Holidays, as referred to in this tariff, shall mean only the days listed below:</p> <p>New Year's Day - January 1 (See Note, this item) President's Day - Third Monday of February Good Friday - Friday before Easter Sunday Memorial Day - Last Monday of May Independence Day - July 4 (See Note, this item) Labor Day - First Monday of September Thanksgiving Day - Fourth Thursday of November Day after Thanksgiving Christmas Eve - December 24 (See Note, this item) Christmas Day - December 25 (See Note, this item) New Year's Eve - December 31 (See Note, this item)</p> <p>Note: When this date occurs on a Saturday, the previous Friday will be observed. When this date occurs on a Sunday, the following Monday will be observed as the holiday.</p>	<p>When cars are held by the RVT, such cars will be considered constructively placed and subject to demurrage charges in Item 360 when held beyond the free time allowed in Item 350.</p> <p>Customers that are granted credit will be invoiced monthly. Except as otherwise provided herein or in another current, written agreement in effect between RVT and the Customer, invoices are due and payable thirty (30) days following the date of the invoice. In the event that the invoice has not been paid, or payment has not been received by Customer within ten (10) days after such payment is due, a late payment charge of one percent (1%) or \$5.00 minimum shall be assessed on the outstanding balance owed. In addition, a finance charge of one percent (1%) per month shall be assessed on the outstanding balance owed (including payments, late payment charges, and finance charges). Payments shall be applied first to finance charges, second to late payment charges, and then to the outstanding balance.</p>
<p>ITEM 70 [A]</p> <p align="center">DEFINITION OF CUSTOMER</p> <p>The Consignor (Shipper), Consignee or Care Of Party that ships or receives railcars at stations located on RVT. For the purpose of applying this tariff, Customer includes any business, entity or person receiving railcars from this railroad for loading or unloading as more specifically provided for in 49 CFR § 1333.</p>	<p>RVT shall be entitled to recover all legal counsel fees, court costs, collection costs and expenses from the Customer incurred by RVT for the collection of any debt.</p>
	<p>ITEM 80</p> <p align="center">GOVERNING JURISDICTION OF TARIFF TERMS</p> <p>Customers tendering or receiving railcars whose movement is not governed by a duly-executed written agreement with RVT, hereby agree that the laws and courts governing any billing dispute, tariff dispute or related litigation shall be those whose jurisdiction is applicable to the County of Jackson, State of Oregon, United States of America unless otherwise expressly prohibited by law.</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
<p>ITEM 90 [A] DEFINITION OF CUSTOMER-ATTRIBUTABLE CONDITIONS</p> <p>Any condition caused by, controlled by or attributable to, in whole or part, the Customer or the Customer's employees, agents, suppliers (excluding RVT) or contractors.</p> <p>Examples of such conditions or circumstances include, but are not limited to:</p> <ul style="list-style-type: none"> • Insufficient track space to accommodate additional inbound railcars on the Customer's track. • Partially-loaded cars that the Customer is not done loading/unloading that block or obstruct the Railroad's access to switch other railcars that have been previously released. • Hazardous materials cars missing placards, missing required documentation, leaking contents, insecure valves/hatches. • Cars leaking contents or otherwise unsafe to move due to improper loading or improper securement of doors, tie-downs, hatches or valves. • Open or partially open/unsecure plug-door type boxcar doors. • Cars with loading equipment (hoses, pulleys, cables, dock plates, etc.) still attached to the car. • Industry tracks that are inaccessible due to placement of Customer-owned or Customer-controlled blue flags, red flags, derails, doors or gates that are not promptly removed/cleared upon the arrival of the RVT train crew to pull the designated car. • Industry tracks that are blocked or fouled by Customer equipment or other non-railroad equipment or vehicles (i.e. trucks or forklifts obstructing tracks). • Industry tracks that are unusable due to unacceptable track condition (permanent or temporary), provided that the Customer did or should have known the condition of the track(s) in advance. RVT, the Federal Railroad Administration and the Oregon Department of Transportation (Rail Division) share the exclusive right to make final determination as to whether an industry track is deemed to be in "unacceptable" condition. • Industry tracks that are inaccessible or unsafe to operate due to a strike or other labor action at the Customer's plant or industry. <p align="center">(Continued in next column)</p>	<p>ITEM 90 (Cont'd) [A] DEFINITION OF CUSTOMER-ATTRIBUTABLE CONDITIONS</p> <p>Examples of such conditions or circumstances include, but are not limited to: (Cont'd)</p> <ul style="list-style-type: none"> • The presence of any unsafe condition at the plant or industry that, in RVT's sole judgment, may interfere with the safe operation of trains on the industry track(s). • The failure of the Customer to pre-pay all applicable accessorial charges to a specific in the absence of the Customer holding an approved line of credit that is in good standing with RVT. • The failure of the Customer releasing a car to RVT, to forward all required waybill data as specified in Item 330. • The existence of a valid embargo notice that prevents RVT from delivering the car to CORP, UP or the final destination.
<p>For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p>ITEM 100 [C] HAZARDOUS MATERIALS</p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with RVT.</p> <p>Security guard protection services that are required by law or requested by the Customer to secure hazardous materials cars from tampering or damage must be contracted by the Customer in advance of the need of such services. RVT does not hold itself out to provide these services. If such services are required by any law or regulation applicable to RVT, and Customer fails to procure such services in advance, RVT will contract these services with a reputable vendor of its own choosing, and re-bill the Customer for those services at 160% of that rate that vendor's charges are billed to RVT.</p>	<p>ITEM 130 [A] LOCOMOTIVE & TRAIN CREW DETENTION CHARGE</p> <p>RVT will assess the following charge to Customers for the delay or detention of RVT locomotives and/or train crews in the performance of switching services at a Customer's facility or on a Customer's track, when such delay or detention is caused in whole or part by Customer-Attributable Conditions or other activities that require or necessitate the presence of an RVT locomotive or train crew (such as loading/unloading of cars with the RVT locomotive attached or on premises):</p> <p align="center">\$300.00 per hour, billed in 15-minute increments (\$75.00 minimum charge per occurrence)</p> <p>Note: If total detention or delay time is five (5) minutes or less for an individual calendar day, then this charge will be waived for that occurrence only.</p>
<p>ITEM 103 [A] DEFINITION OF RSSM</p> <p>Rail security sensitive materials that are designated in and included by definition of 49 CFR §1580.100(b) and/or commodities subsequently designated in writing as rail security sensitive materials by the Transportation Security Administration.</p>	<p>ITEM 140 [A] BOXCAR DOOR OPENING/CLOSING SERVICES BY RAILROAD</p> <p>All boxcar doors must be closed and properly secured prior to releasing loaded or empty boxcars. RVT will charge the following rates to Customers for boxcars released without doors properly closed and secured, or if Customer requests/requires assistance in opening, closing or securing boxcar doors:</p> <p>No Repair Needed\$ 60.00 per car Repair Required (<i>See Note 1</i>)....\$150.00 per car + parts <i>(parts re-billed at prevailing AAR rates)</i></p> <p>Note 1: Repairs that cannot, in the sole judgment of the RVT, be safely completed on the Customer's track will also incur one Intra-Terminal Switch Charge (Item 230) per car in addition to the above charges. All repairs requiring welding work performed by RVT will require an intra-terminal switch service from the Customer's track to an RVT designated repair location.</p> <p>Note 2: These charges do not apply to empty inbound car orders that are rejected by RVT or by the Customer due to being unfit for loading.</p>
<p>ITEM 105 [A] HAZARDOUS MATERIALS DOCUMENTATION & SECURITY FEE</p> <p>All shipments of hazardous materials will be assessed a \$155.00 per car fee billed to the Customer for the processing/review of required shipping papers and for additional railcar security inspections.</p>	
<p>ITEM 110 EMPTY CARS ORDERED BUT NOT LOADED</p> <p>On empty cars that are ordered for loading and order is canceled and car is in route, or the service of switching or placing of car has been performed and the car is not loaded but returned to this railroad empty, a charge of \$200.00 per car will be assessed and collected from the person, firm or corporation ordering such cars. (See Note, this item.)</p> <p>Note: Charge will not apply on cars unfit for loading.</p>	
<p>ITEM 120 [I] TURNING OF CARS TO PERMIT LOADING OR UNLOADING, ETC.</p> <p>If cars are turned at request of Customer to facilitate loading or unloading, or for any other purpose, a charge of \$175.00 per car per occurrence will be assessed to the Customer and will be in addition to all other applicable charges.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 2 SWITCHING RULES AND CHARGES																										
<p>ITEM 150 [A] RAILCAR REPAIR SERVICES – DAMAGE TO CARS BY CUSTOMER</p> <p>Customers loading or unloading cars on RVT are responsible for all damage caused to railcars in the possession or utilized by the Customer, when such damage is caused in whole or part by the Customer, or the Customer’s employees, agents, contractors or suppliers. This includes, but is not limited to, any mishandling, negligence, overloading, improper load securement, moving cars with equipment other than a locomotive or railroad-approved railcar mover unit (e.g. damage caused by forklifts, cables, etc.), collision with other vehicles (e.g. trucks) while railcar is on the Customer’s track or any other damage attributable to the Customer, or the Customer’s employees, agents, contractors or suppliers.</p> <p>Railcar repairs performed due to Customer-caused or Customer-attributable damage as described above, will be billed to the Customer at 100% of the prevailing AAR railcar repair rates for replacement parts and labor services. Additionally, any repairs that cannot be made, in RVT’s sole judgment, on the Customer’s track or on the outbound train will also be billed one Intra-Terminal Switching Charge (Item 230) per damaged railcar.</p> <p>Note: Boxcar doors repaired and billed under the provisions of Item 140 of this tariff are exempt from this Item.</p>	<p>ITEM 200 INTERCHANGE SWITCHING CHARGE - CORP/UP/YW (Traffic moving in connection with CORP, UP and/or YW)</p> <p>RVT will assess the following service charges to Customers on all traffic to or from stations, yards or tracks on RVT originating or terminating on CORP or YW:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Pulpwood Chips & Logs.....</td> <td style="padding: 2px;">\$125.00 per car</td> </tr> <tr> <td style="padding: 2px;">Forest Products, (Except Pulpwood Chips & Logs).....</td> <td style="padding: 2px;">\$145.00 per car</td> </tr> <tr> <td style="padding: 2px;">Hazardous Materials (Except TIH, PIH & Other RSSM).....</td> <td style="padding: 2px;">\$275.00 per car</td> </tr> <tr> <td style="padding: 2px;">TIH, PIH & Other RSSM..... (See Note 1, this Item)</td> <td style="padding: 2px;">\$350.00 per car</td> </tr> <tr> <td style="padding: 2px;">Intermodal Containers & Trailers[A]</td> <td style="padding: 2px;">Call/e-mail for quote</td> </tr> <tr> <td style="padding: 2px;">Hi-Wide Dimensional Shipments[A]</td> <td style="padding: 2px;">Call/e-mail for quote</td> </tr> <tr> <td style="padding: 2px;">Locomotives or Empty Passenger Train Equipment .[A]</td> <td style="padding: 2px;">Call/e-mail for quote</td> </tr> <tr> <td style="padding: 2px;">All Other Traffic.....</td> <td style="padding: 2px;">\$200.00 per car</td> </tr> </table> <p>RVT will assess the following service charges to Customers on all traffic to or from stations, yards or tracks on RVT originating, terminating or moving via UP (See Note 2, this item):</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Intermodal Containers & Trailers[A]</td> <td style="padding: 2px;">Call/e-mail for quote</td> </tr> <tr> <td style="padding: 2px;">Hi-Wide Dimensional Shipments[A]</td> <td style="padding: 2px;">See Item 250 (Special Switching Service)</td> </tr> <tr> <td style="padding: 2px;">Locomotive or Empty Passenger Train Equipment.....[A]</td> <td style="padding: 2px;">Call/e-mail for quote</td> </tr> <tr> <td style="padding: 2px;">All Other Traffic without UP Letter of Authority[A]</td> <td style="padding: 2px;">\$200.00 per car</td> </tr> <tr> <td style="padding: 2px;">All Other Traffic with UP Letter of Authority [A]</td> <td style="padding: 2px;">None</td> </tr> </table> <p>This charge will be in addition to all other applicable charges that are associated with the movement.</p> <p>Note 1: TIH/PIH/Other RSSM commodities are those included by definition of 49 CFR §1580.100(b).</p> <p>Note 2: A “UP Letter of Authority” is considered a current, non-expired Letter of Authority that the Customer has on file with UP, in the format specified by UP, granting RVT access to a car’s waybill data that has been accepted by UP prior to RVT’s receipt of such car.</p>	Pulpwood Chips & Logs.....	\$125.00 per car	Forest Products, (Except Pulpwood Chips & Logs).....	\$145.00 per car	Hazardous Materials (Except TIH, PIH & Other RSSM).....	\$275.00 per car	TIH, PIH & Other RSSM..... (See Note 1, this Item)	\$350.00 per car	Intermodal Containers & Trailers[A]	Call/e-mail for quote	Hi-Wide Dimensional Shipments[A]	Call/e-mail for quote	Locomotives or Empty Passenger Train Equipment .[A]	Call/e-mail for quote	All Other Traffic.....	\$200.00 per car	Intermodal Containers & Trailers[A]	Call/e-mail for quote	Hi-Wide Dimensional Shipments[A]	See Item 250 (Special Switching Service)	Locomotive or Empty Passenger Train Equipment.....[A]	Call/e-mail for quote	All Other Traffic without UP Letter of Authority[A]	\$200.00 per car	All Other Traffic with UP Letter of Authority [A]	None
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Forest Products, (Except Pulpwood Chips & Logs).....	\$145.00 per car																										
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SECTION 2 SWITCHING RULES AND CHARGES	SECTION 2 SWITCHING RULES AND CHARGES
<p>ITEM 205</p> <p align="center">DEFINITION OF INTRA-PLANT SWITCHING</p> <p>A switching movement from one track to another within the same plant or industry, or from one location to another location on the same track within the same plant or industry.</p>	<p>ITEM 230 (Cont'd) [C]</p> <p align="center">INTRA-TERMINAL SWITCHING CHARGE</p> <p>This charge does not apply to the following situations: (Cont'd)</p> <ul style="list-style-type: none"> • Switching movements that are simultaneously subject to the charges in Item(s) 110, 120, 200, 240, 250, 260, 340 or 410. • Railcars stored by Customers pursuant to the terms and conditions of the UP Forward Stage Railcar Storage Program or TTX Storage Program, provided that such Customers have obtained the prior written approval of the RVT General Manager to participate in one of those programs.
<p>ITEM 210</p> <p align="center">DEFINITION OF INTRA-TERMINAL SWITCHING</p> <p>A switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.</p>	<p>ITEM 240</p> <p align="center">INTERCHANGE IN ERROR</p> <p>Unless otherwise covered under a current written agreement, RVT will assess a \$425.00 per car service charge for all cars interchanged to RVT in error against the account of the delivering rail carrier.</p> <p>RVT will not be responsible for car hire on these cars, and will reclaim from the delivering carrier all car hire assessed or owed to the car owner.</p>
<p>ITEM 220 [C]</p> <p align="center">INTRA-PLANT SWITCHING CHARGE</p> <p>RVT will perform intra-terminal switching services at a charge of [I]\$175.00 per car billed to the Customer.</p> <p>This charge is applicable to all railcars that are constructively placed per Item 320 at any location within the confines of a Customer's industry or plant at a location other than the agreed-upon final loading/unloading location that requires subsequent repositioning of the car within the industry by RVT.</p>	<p>ITEM 250 [C]</p> <p align="center">SPECIAL SWITCHING SERVICE</p> <p>Subject to prior written approval of the RVT General Manager, RVT will provide Special Switching Service at the following rate:</p> <p>[I]\$1,200.00 per request with additional \$250.00 per hour after four (4) hours billed to the Customer.</p> <p>This charge is applicable to all switch requests performed under the following conditions:</p> <ul style="list-style-type: none"> • Switch performed outside of RVT's normal business hours at Customer's prior written request. • Second or subsequent switch per calendar day after the industry's daily switch. • Hi-Wide Dimensional Shipments. • Locomotives, Cabooses or Empty Passenger Train Equipment. • Empty freight cars without roller bearings.
<p>ITEM 230 [C]</p> <p align="center">INTRA-TERMINAL SWITCHING CHARGE</p> <p>RVT will perform intra-terminal switching services at a charge of [I]\$175.00 per car billed to the Customer.</p> <p>This charge is applicable to all railcars that are constructively placed per Item 320 at any location on RVT outside the industry or plant of the Customer, except when Actual Placement of the car is subsequently made on the same calendar day.</p> <p>This charge does not apply to the following situations:</p> <ul style="list-style-type: none"> • Empty car initial movements that are immediately preceded or followed by a loaded movement on RVT (this exception does not include additional switching movements on RVT such as re-positioning, respotting, storage or constructive placement). • Loaded car initial movements via UP where RVT is included as a UP handling carrier (this exception does not include additional switching movements on RVT such as re-positioning, re-spotting, storage or constructive placement). <p align="center">(Continued on next page)</p>	
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<p align="center">SECTION 2 SWITCHING RULES AND CHARGES</p>	<p align="center">SECTION 3 CAR DEMURRAGE RULES AND CHARGES</p>
<p>ITEM 260</p> <p align="center">INBOUND CAR SETBACK DUE TO WAYBILL ERRORS OR UNKNOWN CONSIGNEE/CARE OF PARTY</p> <p>Cars interchanged to RVT as empty cars that are subsequently found to be loaded by RVT personnel or an RVT Customer, loaded cars that are billed and delivered to RVT in error and subsequently redirected back to CORP or UP by the shipper without unloading on RVT or loaded cars sent to RVT that fail to designate a valid consignee or "care of" party located on RVT, will be assessed a \$775.00 per car service charge plus a \$15.00 per day storage charge (if stored on RVT-owned tracks) plus any applicable demurrage charges (if any). The service charge, storage charge (if applicable) and any applicable demurrage must be prepaid by the shipper in full and received by RVT prior to the car(s) being released back to CORP or UP interchange.</p> <p>RVT will make all reasonable attempts to contact the shipper (if known to RVT) during business hours to arrange payment and car disposition.</p> <p>If such car remains on RVT in excess of 21 calendar days after RVT's first attempt to notify the shipper, RVT may in its sole discretion, take possession of the freight as "unclaimed freight" and remove and dispose of any or all freight contained in such car. The car once emptied, will be returned empty to the delivering rail carrier. Proceeds from the sale or auction of "unclaimed freight" will be first used to pay all outstanding charges and fees due to RVT, with any remaining proceeds (if any) being returned to the shipper (if known to RVT).</p>	<p>ITEM 300</p> <p align="center">APPLICATION</p> <p>Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad and privately-owned cars held for or by consignors and consignees for any purpose. For the purpose of applying this tariff, Consignor or Consignee includes any person receiving railcars from this railroad for loading or unloading as more specifically provided for in 49 CFR §1333.</p> <hr/> <p>ITEM 310 [C]</p> <p align="center">ACTUAL PLACEMENT</p> <p>Actual Placement is made when a car is placed in an accessible position for loading or unloading or at a point previously designated by the Customer.</p> <hr/> <p>ITEM 320 [C]</p> <p align="center">CONSTRUCTIVE PLACEMENT</p> <p>When a car consigned or ordered to a private track or other -than-public-delivery track and cannot be actually placed because of Customer-Attributable Conditions, such car will be held at available hold point, notice shall be sent or given to the Customer that the car is being held and that RVT is unable to effect placement, such car will be considered constructively placed at such time; or if a car is placed on private track or other than public delivery track serving the Customer, such car will be considered constructively placed at such time.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
<p>ITEM 330 [C]</p> <p align="center">RELEASES</p> <p>RVT will only accept releases from Customers in writing by one of the following two methods:</p> <p>Fax: (541) 826-4420 E-mail: Office@RogueValleyRR.com</p> <p>In the event that RVT is unable to effect or confirm receipt of a release by one of the above methods, RVT may alternatively accept release instructions verbally at RVT's sole discretion.</p> <p>Release notifications for loaded freight cars, residue hazardous materials cars and all excess dimension cars/ special movements requiring clearance documents will not be accepted or processed unless the Customer provides all of the following information in writing to RVT:</p> <ul style="list-style-type: none"> • Consignee's business name. • Consignee's full civic address. • Care Of Party's business name (only if the rail destination is other than the Consignee). • Care Of Party's full civic address (only if the rail destination is other than the Consignee). • Destination rail carrier or specified rail route (only if destination station is not located on RVT, CORP or UP). • Destination station. • Actual or estimated weight of lading. • Length, width and height of railcar with lading (excess dimension cars only). <p>Additionally, all hazardous materials cars (loaded and residue) must have all required hazardous materials documents specified in 49 CFR §172 Subpart C submitted with their release notification before such notification is accepted, processed or made effective.</p> <p>Any car that is released by a Customer, that is subsequently found by the RVT train crew as not ready to be pulled due to Customer-Attributable Conditions will incur a Car Erroneously Released charge (Item 340).</p> <p>Release notifications for loaded cars or special movements will not be accepted or made effective until pre-payment of all freight charges have been submitted to RVT per Item 75 unless the Customer releasing the car has an established credit agreement with RVT in effect at the time of release.</p> <p align="center">(Continued in next column)</p>	<p>ITEM 330 (Cont'd) [C]</p> <p align="center">RELEASES</p> <p>Cars released outside of normal business hours (as defined by Items 50 and 60) will be considered released (for the purpose of calculation of Free Time and/or Demurrage Charges) at the earlier of the following events:</p> <ol style="list-style-type: none"> (1) Actual time the car is pulled from the industry track by RVT. (2) 7:00 AM the next business day. <p>Note 1: Cars released between Noon on Friday and Noon on the subsequent Monday will be considered to be released on that Monday morning (i.e. before Noon Monday) regardless of when the written release is submitted to RVT. This does not apply if RVT pulls the car prior to the subsequent Monday morning, in which case the time the car is pulled from the industry track by RVT will govern.</p> <p>Note 2: Cars released between Noon on a day immediately preceding a Holiday and Noon on the next subsequent business day will be considered to be released on that next subsequent business day's morning (i.e. before Noon next business day) regardless of when the written release is submitted to RVT. This does not apply if RVT pulls the car prior to the subsequent business day's morning, in which case the time the car is pulled from the industry track by RVT will govern.</p> <hr/> <p>ITEM 340 [C]</p> <p align="center">CARS ERRONEOUSLY RELEASED</p> <p>A charge of []\$175.00 per car will be assessed for loaded cars reported empty or for empty car reported loaded when such errors are noted by RVT personnel subsequent to the Customer releasing cars.</p> <p>This charge applies to all cars that have been released by the Customer, that are subsequently found by RVT personnel as not ready to be pulled or not accessible to the train crew due to Customer-Attributable Conditions.</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 3 CAR DEMURRAGE RULES AND CHARGES	SECTION 3 CAR DEMURRAGE RULES AND CHARGES
<p>ITEM 350 [C]</p> <p align="center">FREE TIME</p> <p>Free time as follows will be allowed for each car: All cars (except Intermodal Cars, Hi-Wide Special Dimensional Cars, Unit Train Cars and loaded/residue RSSM Cars):</p> <ul style="list-style-type: none"> • Forty eight (48) hours to complete unloading. • Forty eight (48) hours to complete loading. • Seventy two (72) hours to unload and subsequently re-load the same car, if the car is not required to be moved to another track or spot by RVT in between unloading and subsequent re-loading. • No free time permitted for empty cars ordered or requested, that are constructively-placed or actually placed and then subsequently released empty (i.e. Item 110). This does not apply to cars found to be unsuitable for loading within 24 hours of actual placement. <p>Intermodal Cars:</p> <ul style="list-style-type: none"> • No free time permitted <p>Hi-Wide Special Dimensional Cars:</p> <ul style="list-style-type: none"> • Twenty-four (24) hours to complete loading/unloading <p>Unit Train Cars:</p> <ul style="list-style-type: none"> • No free time permitted. <p>RSSM Cars (Loaded or Residue):</p> <ul style="list-style-type: none"> • No free time permitted. <p>Free time will be computed from the first Noon following placement. Cars that are constructively-placed (Item 320) will have free time will be computed from the first Noon following the first constructive placement. No additional free time will be added upon actual placement for cars that are first constructively placed. For the purpose of computing free time, Saturdays, Sundays and Holidays will be excluded. Cars whose free time expires at Noon on Friday (or the day immediately preceding a Holiday) will be considered to have no more free time and will accrue demurrage charges through the subsequent Saturday, Sunday and/or Holidays.</p>	<p>ITEM 360 [C]</p> <p align="center">DEMURRAGE CHARGES</p> <p>After expiration of free time allowed, the following charges per car per day, or fraction of a day, including Saturdays, Sundays and holidays, will be made to the Customer until car is released beginning at the first Noon following the expiration of Free Time:</p> <p>All cars (except Intermodal Cars, Unit Train Cars and loaded/residue RSSM Cars):</p> <ul style="list-style-type: none"> • Railroad/TTX Cars..... \$60.00 per car per day. • Private Cars on RVT Tracks.....\$25.00 per car per day. <p>Intermodal Cars:</p> <ul style="list-style-type: none"> • \$75.00 per car per day . <p>Hi-Wide Special Dimensional Cars:</p> <ul style="list-style-type: none"> • Call or e-mail for quote. Hi-wide special dimension car demurrage rates are determined by mutual written agreement between the Customer and RVT (and/or UP). <p>Unit Train Cars:</p> <ul style="list-style-type: none"> • Call or e-mail for quote. Unit train demurrage rates are determined by mutual written agreement between the Customer and RVT (and/or UP). <p>RSSM Cars (Loaded or Residue):</p> <ul style="list-style-type: none"> • Railroad/Private Cars - \$1,000.00 per car per day. <p>Note 1: Not applicable on privately-owned cars on private tracks.</p> <p>Note 2: Privately-owned cars, loaded or empty, which are first held on railroad tracks under Constructive Placement (See Item 320) will be subject to demurrage charges provided for herein after expiration of free time (See Item 350) until such time car is actually placed (See Item 310).</p> <p>Note 3: Cars are considered released only when notification is accepted and made effective by RVT pursuant to Item 330.</p> <p>Note 4: Days are charged in increments running from Noon on the given day to 11:59 AM the following calendar day.</p> <p>Note 5: Fractions of a day following the expiration of free time will be rounded up to the next whole day for computing demurrage charges owed (e.g. 2.5 days following the expiration of free time will be assessed at 3 whole days x \$60.00 per car per day=\$180.00).</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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SECTION 4 STORAGE RULES AND CHARGES	SECTION 4 STORAGE RULES AND CHARGES
<p>ITEM 400 [C]</p> <p align="center">RAILCAR STORAGE SERVICES</p> <p>Subject to available capacity (as determined exclusively by RVT), RVT will store empty or loaded railcars or locomotives (except hazardous materials cars) on railroad-owned tracks subject to the terms contained herein at the following rates:</p> <p>Empty Cars.....\$5.00 per car per calendar day</p> <p>Loaded Cars or Locomotives/ On-Track Equipment\$8.00 per car/unit per calendar day</p> <p>RVT will not pay time or mileage on private cars in storage. RVT will store railroad-owned cars only if the rail carrier or Customer requesting storage enters into a written agreement to permit RVT to reclaim all car hire charges owed by RVT against the storing carrier or Customer (as applicable).</p> <p>Note 1: This item does not apply to railcars stored by Customers pursuant to the terms and conditions of the UP Forward Stage Railcar Storage Program or TTX Storage Program, provided that such Customers have obtained the prior written approval of the RVT General Manager to participate in one of those programs.</p> <p>Note 2: This item does not apply to cars held in Constructive Placement status.</p>	<p>ITEM 410</p> <p align="center">MOVING CARS TO AND FROM STORAGE/HOLD TRACKS (See Notes 1 and 2)</p> <p>RVT will assess the following charges for moving cars to storage/hold tracks and removing cars from storage/hold tracks:</p> <p>(1) Inbound car moved to storage/hold tracks..... \$75.00 per car</p> <p>(2) Car pulled from storage/hold track (LIFO Basis) when stored for less than four (4) consecutive calendar months..... \$75.00 per car</p> <p>(3) Car pulled from storage/hold track (LIFO Basis) when stored for more than four (4) consecutive calendar months..... No charge</p> <p>(4) Car pulled from storage/hold track (Non-LIFO Basis) when stored for less than four (4) consecutive calendar months..... \$220.00 per car</p> <p>(5) Car pulled from storage/hold track (Non-LIFO Basis) when stored for more than four (4) consecutive calendar months..... \$145.00 per car</p> <p>Note 1: LIFO Basis refers to cars pulled on a last-in, first-out basis where the car pulled is the car in the next first physical position. "Non-LIFO" Basis applies when a storage Customer requests a specific car to be pulled that is NOT physically the Customer's next car in line, as storage cars are physically placed in a last-in, first out arrangement.</p> <p>Note 2: This item does not apply to railcars stored by Customers pursuant to the terms and conditions of the UP Forward Stage Railcar Storage Program or TTX Storage Program, provided that such Customer has obtained the prior written approval of the RVT General Manager to participate in that program and also provided that such cars are pulled in a LIFO Basis or in an order that is otherwise at the discretion of RVT.</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks not shown herein, see last page of tariff.</p>	

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**EXPLANATION OF ABBREVIATIONS AND
REFERENCE MARKS**

FT - Freight Tariff
CORP - Central Oregon & Pacific Railroad Inc.
RVT - Rogue Valley Terminal Railroad Corporation
UP - Union Pacific Railroad Company
YW - Yreka Western Railroad Company, Flatiron Rail
Inc. and/or their successors-in-interest

[A] - Addition
[C] - Change
[I] - Increase
[NC] - Brought forward without change
[R] - Reduction

(Underscored portion denotes addition/change)